

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF EXAMINERS OF PSYCHOLOGY
BOARD COMPLAINT NO. 2018PSY0022 and 0024**

K [REDACTED] M [REDACTED], Ph.D. and M [REDACTED] M [REDACTED] **COMPLAINANTS**

V.

CLEMENT RUSSELL

RESPONDENT

SETTLEMENT AGREEMENT, RELEASE, AND FINAL ORDER

This cause having come before the Kentucky Board of Examiners of Psychology ("Board") by way of separate Complaints filed by K [REDACTED] M [REDACTED], Ph.D., and M [REDACTED] M [REDACTED], against the Respondent Clement Russell, Psy.D., ("Respondent"), the parties and the Board do hereby agree to resolve this matter under the following terms:

1. The above-noted complaints arise from Respondent's court-appointed assessment of Mr. T [REDACTED] M [REDACTED] in 2016 and 2017, in which the Court sought an "acute psychological evaluation to assess his capacity to parent in a safe and competent manner" in the course of a divorce proceeding. Dr. Monnica Williams received the initial court appointment, but upon her departure from Kentucky, she passed the assignment to Respondent with an inadequate or erroneous explanation of the assignment. Respondent has, since the filing of the complaints, been disqualified by the Court from serving as an expert witness.

2. It is alleged that Respondent was not clear on what the Court had requested, and that he failed to make inquiry to determine whether the report he issued was responsive. 201 KAR 26:121, Section 2, requires licensees to restrict their practice to services for which they are competent; this requires licensees to understand their professional limitations and work within them.

3. It is alleged that Respondent did not review the court order to determine the scope of the assignment, that he did not recognize or question that the assignment was forensic in nature, and that he did not perform any due diligence to determine that he was practicing within his expertise and providing a report responsive to the Court. These actions or omissions are also in violation of 201 KAR 26:145, Section 4(1) and (5), if they occurred as alleged.

4. Respondent disagrees with the allegations set forth above, but desires to resolve each of these matters by way of agreement with the Board, so as to avoid the necessity of defending against a formal Complaint.

5. The Board is authorized under KRS 319.082 to take disciplinary action against licensees. Sufficient evidence exists in this matter for the Board to take disciplinary action under KRS 319.082 and KRS 319.092.

6. Respondent has at all times relevant to these proceedings had the opportunity to seek advice from competent legal counsel of his choice. Respondent has not been coerced in any respect to enter into this Agreement, nor have any promises been made other than those reflected in this Agreement.

7. Respondent freely and voluntarily enters into this Agreement for the purposes of resolution of the issues presented herein, and has executed this Agreement only after a careful reading and understanding of all of its terms.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

8. Respondent recognizes that if this matter was to go to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against him. He nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing, and in doing so he does not admit to, and expressly denies any wrongdoing or liability.

9. Respondent agrees that:

- a. Respondent will be required to take continuing education courses on or before November 1, 2020, in addition to his licensure requirements, consisting of three (3) hours on Supervision, three (3) hours on an introduction into what is forensic psychology, and six (6) hours on ethics and what is meant by practicing within the limits of one's competency and expertise. Respondent will file with the Board proof of completion of these courses, and Respondent will be permitted to utilize his attendance at a November 15, 2019 continuing education course on advanced supervision, upon filing with the Board of proof of attendance, towards his satisfaction of the above-referenced continuing education requirements:
- b. Each of Respondent's four current supervisees will be assigned to one of the following as their new primary supervisor: Dr. Cheri Levinson, Dr. Alexandra Pruitt, or Dr. Mark Schirmer. Each new primary supervisor will comply with the requirements for serving as a supervisor as set forth in KRS Chapter 319 and the regulations promulgated thereunder;
- c. Respondent will establish and practice under the supervision of Dr. Brenda Nash for a period of one (1) year from the date of this Order, focusing on the same subject matter as the continuing education stated above, with Respondent to bear the expense of said supervision. The supervisor will be required to provide to the Board quarterly reports of the supervision of Dr. Russell, which the Board will review and determine if the

supervision is achieving the goals set forth herein. The Board reserves the right to rescind its approval of the chosen supervisor if those goals are not being addressed or achieved in the supervisory relationship:

- d. Respondent will be permitted to be assigned as a secondary supervisor for each of the four (4) supervisees who are under the primary supervision of either Dr. Levinson, Dr. Pruitt, or Dr. Schirmer.
- e. Respondent will not accept any additional supervision assignments until completion of the terms of this Agreed Order.

10. The Board agrees to:

- a. Dismiss Complaint no. 2018PSY0022 and 0024, without any disciplinary finding; and
- b. Not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order, or in Administrative Complaints no. 2018PSY0022 and 0024, absent any non-compliance with this Agreed Order by Respondent.

11. Each of the Parties represents and warrants to the other that they have the requisite power and authority to enter into this Agreement and to effectuate the purposes herein, and that this Agreement shall be legally binding and enforceable against each Party in accordance with the respective terms hereof.

12. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreement shall be resolved in the Circuit Court of Franklin County, Kentucky; the Parties consent and agree to the *in personam* jurisdiction of such Court.

13. This Agreement may not be modified except by a written agreement executed by all parties.

RELEASE OF LIABILITY

In consideration of execution of this Agreement, the Respondent, together with any of his executors, administrators, agents, successors and assigns, do hereby release and forever discharge the Complainants, Commonwealth of Kentucky, the Board of Examiners of Psychology, the Department of Professional Licensing, and each of their members, agents, and employees in both their individual and representative capacities, of and from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, which Respondent ever had, now has, may have or claim to have against any or all of the entities or persons named in this paragraph arising out of or by reason of this investigation, this settlement, or its administration.

ACCEPTANCE BY THE BOARD

Respondent acknowledges that this Agreement, after his execution of same, shall be presented to the Board with a recommendation for approval from the Board's Counsel and Case Manager at the next regularly scheduled meeting of the Board following receipt of the executed agreement. The Agreement shall not become effective until it has been approved by the Board and endorsed by the Chair of the Board.

Respondent understands the Board is under no obligation to accept or reject this Agreement, and hereby waives any right he may have had to challenge, based upon the presentation of this Agreement to the Board, the impartiality of the Board to hear an administrative action if this Agreement is rejected. If this Agreement is rejected by the Board, it shall be regarded as null and void, and of no effect. No statement or term contained in this

Agreement will be regarded as evidence in any subsequent disciplinary hearing, nor shall any inference be taken from Respondent's willingness to enter into this Agreement.

OPEN RECORDS

Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be reportable under Federal law, and may be shared with any professional organization or licensing board as the Board deems appropriate, in its discretion.

COMPLETE AGREEMENT

This Settlement Agreement, Release, and Final Order embodies the entire agreement between the Board and Respondent. It may not be altered, amended, or modified without the express written agreement of both parties. The effective date of this Settlement Agreement, Release, and Final Order shall be the date of its acceptance by the Board, as signified by the signature of the Board Chair.

FINAL ORDER

Pursuant to KRS 13B.110(5), after having reviewed the administrative record, the Board makes the following findings:

A. The Board adopts and incorporates by reference the statements made hereinabove as Findings of Fact for purposes of this Final Order:

B. IT IS HEREBY ORDERED THAT:

1. Respondent shall:

a. Respondent will be required to take continuing education courses on or before November 1, 2020, in addition to his licensure requirements, consisting of three (3) hours on Supervision, three (3) hours on an introduction into what is forensic psychology, and six (6) hours on ethics and what is meant by practicing within the limits of one's

competency and expertise. Respondent will file with the Board proof of completion of these courses, and Respondent will be permitted to utilize his attendance at a November 15, 2019 continuing education course on advanced supervision, upon filing proof of attendance of said course, towards his satisfaction of the above-referenced continuing education requirements;

b. Each of Respondent's four current supervisees will be assigned to one of the following as their new primary supervisor: Dr. Cheri Levinson, Dr. Alexandra Pruitt, or Dr. Mark Schirmer;

c. Respondent will establish and practice under the supervision of Dr. Brenda Nash for a period of one (1) year from the date of this Order, focusing on the same subject matter as the continuing education stated above, with Respondent to bear the expense of said supervision. The supervisor will be required to provide to the Board quarterly reports of the supervision of Dr. Russell, which the Board will review and determine if the supervision is achieving the goals set forth herein. The Board reserves the right to rescind its approval of the chosen supervisor if those goals are not being addressed or achieved in the supervisory relationship;

d. Respondent will be permitted to be assigned as a secondary supervisor for each of the four (4) supervisees who are under the primary supervision of either Dr. Levinson, Dr. Pruitt, or Dr. Schirmer.

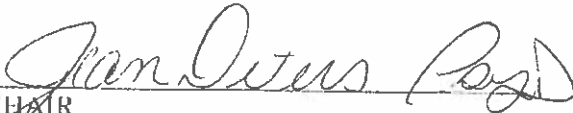
e. Respondent will not accept any additional supervision assignments until completion of the terms of this Agreed Order.


2. Complaint no. 2018PSY0022 and 0024 are DISMISSED, WITH PREJUDICE, without any disciplinary finding; and

3. The Board shall not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order, or in Complaint no. 2018PSY0022 and 0024, absent any non-compliance with this agreement.

C. THIS IS A FINAL AND APPEALABLE ORDER. Pursuant to KRS 13B140(1), a Party may institute an appeal of this Final Order by filing a Petition in the appropriate court within thirty (30) days after the Final Order is mailed or delivered by personal service.

SO ORDERED this the 9 day of March, 2020.


CHAIR


CLEMENT RUSSELL, PSY.D.
Respondent

1-28-2020
DATE